

LEASE GS-07B-15613

THE GENERAL SERVICES ADMINISTRATION

FOR

MULTIPLE FEDERAL AGENCIES

IN

CARLSBAD, NEW MEXICO

NAME: Molinda Ellis

TITLE: Contracting Officer

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

TABLE OF CONTENTS

| | | |
|------------|---|-----------|
| 1.1 | AMOUNT AND TYPE OF SPACE (SEP 2000) | 4 |
| 1.2 | AREA OF CONSIDERATION | 4 |
| 1.3 | LEASE TERM (SEP 2000) | 4 |
| 1.4 | OCCUPANCY DATE (SEP 2000) | 4 |
| 1.5 | HOW TO OFFER (SEP 2000) | 4 |
| 1.6 | ADDRESS QUESTIONS TO CONTRACTING OFFICER | 5 |
| 1.7 | TENANT IMPROVEMENTS (SEP 2000) | 5 |
| 1.8 | TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000) | 5 |
| 1.9 | NEGOTIATIONS (SEP 2000) | 5 |
| 1.10 | PRICE EVALUATION (PRESENT VALUE) (JUN 2003) | 5 |
| 1.11 | AWARD (JAN 1997) | 6 |
| 2.0 | MISCELLANEOUS | 6 |
| 2.1 | UNIT COSTS FOR ADJUSTMENTS | 6 |
| 2.2 | SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000) | 7 |
| 2.3 | TAX ADJUSTMENT (SEP 2000) | 7 |
| 2.4 | PERCENTAGE OF OCCUPANCY | 8 |
| 2.5 | OPERATING COSTS (SEP 2000) | 8 |
| 2.6 | OPERATING COSTS BASE (SEP 2000) | 9 |
| 2.7 | RENTABLE SPACE (SEP 2000) | 9 |
| 2.8 | ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000) | 9 |
| 2.9 | COMMON AREA FACTOR (SEP 2000) | 9 |
| 2.10 | APPURTENANT AREAS | 9 |
| 2.11 | CREDIT CARD PAYMENT FOR OVERTIME SERVICES AND LEASE ALTERATIONS | 9 |
| 2.12 | ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999) | 9 |
| 2.13 | EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000) | 9 |
| 2.14 | CONSTRUCTION SCHEDULE | 10 |
| 2.15 | CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000) | 10 |
| 2.16 | CONSTRUCTION INSPECTIONS | 11 |
| 3.0 | General Architecture | 11 |
| 3.1 | QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000) | 11 |
| 3.2 | EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000) | 11 |
| 3.3 | INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000) | 11 |
| 3.4 | WORK PERFORMANCE (SEP 2000) | 12 |
| 3.5 | BUILDING SYSTEMS (JAN 1997) | 12 |
| 3.6 | SPACE EFFICIENCY (SEP 2000) | 12 |
| 3.7 | FLOOR PLANS AFTER OCCUPANCY | 12 |
| 3.8 | FLOORS AND FLOOR LOAD (SEP 2000) | 12 |
| 3.9 | WINDOWS (SEP 2000) | 12 |
| 3.10 | ACCESSIBILITY (SEP 2000) | 12 |
| 4.0 | ARCHITECTURAL FINISHES | 12 |
| 4.1 | RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000) | 12 |
| 4.2 | LAYOUT AND FINISHES | 12 |
| 4.3 | WOOD PRODUCTS (SEP 2000) | 13 |
| 4.4 | ADHESIVES AND SEALANTS (SEP 2000) | 13 |
| 4.5 | INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000) | 13 |
| 4.6 | CEILINGS (SEP 2000) | 13 |
| 4.7 | WALL COVERINGS (SEP 2000) | 14 |
| 4.8 | PAINTING (SEP 2000) | 14 |
| 4.9 | DOORS: EXTERIOR (SEP 2000) | 14 |
| 4.10 | DOORS: SUITE ENTRY (SEP 2000) | 15 |
| 4.11 | DOORS: INTERIOR (SEP 2000) | 15 |
| 4.12 | DOORS: HARDWARE (SEP 2000) | 15 |
| 4.13 | DOORS: IDENTIFICATION (SEP 2000) | 15 |
| 4.14 | PARTITIONS: GENERAL (SEP 2000) | 15 |
| 4.15 | PARTITIONS: PERMANENT (SEP 2000) | 15 |
| 4.16 | PARTITIONS: SUBDIVIDING (SEP 2000) | 15 |
| 4.17 | FLOOR COVERING AND PERIMETERS (SEP 2000) | 16 |
| 4.18 | CARPET TILE (SEP 2000) | 17 |
| 4.19 | ACOUSTICAL REQUIREMENTS (SEP 2000) | 17 |
| 4.20 | WINDOW COVERINGS (SEP 2000) | 17 |

| | | |
|------------|---|-----------|
| 5.0 | MECHANICAL, ELECTRICAL, PLUMBING | 18 |
| 5.1 | MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000) | 18 |
| 5.2 | DRINKING FOUNTAINS (SEP 2000) | 18 |
| 5.3 | TOILET ROOMS (SEP 2000)..... | 18 |
| 5.4 | JANITOR CLOSETS (SEP 2000)..... | 18 |
| 5.5 | HEATING AND AIR CONDITIONING (SEP 2000)..... | 18 |
| 5.6 | VENTILATION (SEP 2000) | 19 |
| 5.7 | VENTILATION: TOILET ROOMS (DEC 1993)..... | 19 |
| 5.8 | ELECTRICAL: GENERAL (SEP 2000) | 19 |
| 5.9 | ELECTRICAL: DISTRIBUTION (SEP 2000) | 19 |
| 5.10 | TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)..... | 20 |
| 5.11 | TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000) | 20 |
| 5.12 | DATA DISTRIBUTION (SEP 2000)..... | 21 |
| 5.13 | ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)..... | 21 |
| 5.14 | ELEVATORS (SEP 2000) | 21 |
| 5.15 | LIGHTING: INTERIOR AND PARKING (SEP 2000)..... | 22 |
| | | |
| 6.0 | SERVICES, UTILITIES, MAINTENANCE..... | 22 |
| 6.1 | SERVICES, UTILITIES, MAINTENANCE: GENERAL | 22 |
| 6.2 | NORMAL HOURS | 22 |
| 6.3 | OVERTIME USAGE (SEP 2000) | 22 |
| 6.4 | UTILITIES..... | 23 |
| 6.5 | JANITORIAL SERVICES (SEP 2000)..... | 23 |
| 6.6 | SCHEDULE OF PERIODIC SERVICES | 24 |
| 6.7 | LANDSCAPE MAINTENANCE | 24 |
| 6.8 | SECURITY (SEP 2000)..... | 24 |
| 6.9 | SECURITY: ADDITIONAL REQUIREMENTS..... | 24 |
| 6.11 | MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000) | 25 |
| | | |
| 7.0 | SAFETY AND ENVIRONMENTAL MANAGEMENT..... | 25 |
| 7.1 | OCCUPANCY PERMIT (SEP 2000) | 25 |
| 7.2 | FIRE AND LIFE SAFETY (SEP 2003) | 25 |
| 7.3 | AUTOMATIC SPRINKLER SYSTEM (SEP 2003) | 25 |
| 7.4 | FIRE ALARM SYSTEMS (SEP 2003) | 25 |
| 7.5 | OSHA REQUIREMENTS (SEP 2000)..... | 26 |
| 7.6 | ASBESTOS (SEP 2000) | 26 |
| 7.7 | INDOOR AIR QUALITY (SEP 2000) | 26 |
| 7.8 | RADON IN AIR (SEP 2000) | 26 |
| 7.9 | RADON IN WATER (SEP 2000) | 26 |
| 7.10 | HAZARDOUS MATERIALS (OCT 1996) | 26 |
| 7.11 | RECYCLING (SEP 2000)..... | 26 |
| 7.12 | Special Requirements | |

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

A. The General Services Administration (GSA) is interested in leasing approximately 14,788 rentable square feet of space. The rentable space shall yield a minimum of 10,068 ANSI/BOMA Office Area (previously Usable) square feet to a maximum of 10,068 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment and 31 parking spaces and antennas. Refer to "ANSI/BOMA Office Area Square Feet" paragraph in the Miscellaneous section of this lease.

B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this Lease, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in Compliance with all of the Government's minimum requirements set forth herein. For purposes of this lease, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the Miscellaneous section of this lease.

1.2 AREA OF CONSIDERATION

Carlsbad Federal Building, 114 Halagueno, Carlsbad, New Mexico 88220

1.3 LEASE TERM (SEP 2000)

The lease term is for 5 years. GSA may terminate this lease in whole or in part anytime after the firm term, with 60 days written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.4 OCCUPANCY DATE (SEP 2000)

Occupancy is required immediately.

1.5 HOW TO OFFER (SEP 2000)

A. Offers shall be submitted to the Contracting Officer at:

General Services Administration
819 Taylor Street, Room 12B1
Fort Worth, TX 76102
Attn: Molinda Ellis

B. The following documents, properly executed, shall be submitted no later than the close of business on the offer due date.

1. U.S. Government Lease For Real Property (SF2).
2. Attachments: Solicitation For Offer.
3. GSA Forms 3517 General Clauses & 3518, Representations and Certifications.

C. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:

1. The rate structure proposed on Attachment 1 shall include the following:
 - a. A lease rate per square foot for the building shell rental, fully serviced. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area build out, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this lease.
 - b. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvements over the firm term of the lease.
 - c. The annual amortized cost of the Tenant Improvements. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell build out.
 - d. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
 - e. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.

1.6 ADDRESS QUESTIONS TO CONTRACTING OFFICER

All questions pertaining to this lease shall be referred to the Contracting Officer of General Services Administration or a designee. The Government occupant is not authorized to administer this lease and the General Services Administration assumes no responsibility for any costs incurred by the lessor except as provided by the term of this lease or authorized in writing by the Contracting Officer or a designee.

1.7 TENANT IMPROVEMENTS (SEP 2000)

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this lease and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**

1.8 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this lease.
1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
 2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
 3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
 4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

1.9 NEGOTIATIONS (SEP 2000)

- A. Any necessary negotiations after award of the contract will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. Lease negotiations described in this section and the terms that follow are prescribed only after sale of the Property is consummated by the Government and then only available to the awarded purchaser who is recognized and defined as Lessor or Offeror and their assigns or successors.

1.10 PRICE EVALUATION (PRESENT VALUE) (JUN 2003)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.

- B. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
 - 1. Parking will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - 2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 - 3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 - 4. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture and telecommunications, if applicable.
 - 5. The sum of either subparagraphs 2 and 4 or subparagraphs 3 and 4 less 5, will be the per ANSI/BOMA Office Area square foot present value of the offer for price evaluation purposes.

1.11 AWARD (JAN 1997)

- A. After conclusion of negotiations, the Contracting Officer will require the Bidder selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
 - 1. Standard Form 2, U.S. Government Lease for Real Property,
 - 2. required clauses,
 - 3. Required - 3517-General Clauses, 3518-Certifications and Representations,
 - 4. the pertinent provisions of the offer, and
 - 5. the pertinent provisions of the lease terms.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

2.0 MISCELLANEOUS

2.1 UNIT COSTS FOR ADJUSTMENTS

- A. The Offeror is required to state in the offer or in an attachment units prices for the items listed below. Prices shall be quoted as fully installed and finished. Pricing valid for one year only.
 - 1. The cost per linear foot of office subdividing ceiling-high partitioning.
 - 2. The cost per floor-mounted duplex electrical outlet.
 - 3. The cost per wall-mounted duplex electrical outlet.
 - 4. The cost per floor-mounted fourplex (double duplex) electrical outlet.

5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per dedicated clean electrical computer receptacle.
7. The cost per floor-mounted telephone outlet.
8. The cost per wall-mounted telephone outlet.
9. The cost per interior door.

2.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

2.3 TAX ADJUSTMENT (SEP 2000)

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.**
- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
 1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30th calendar day after receipt of evidence of payment by the Contracting Officer or the 30th calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall

not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.

2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is 82 % percent based upon an occupancy of 14,788 rentable square feet/ 10,068 usable square feet in a building of 18,019 building square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease Per Exhibit C.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

2.4 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

2.5 OPERATING COSTS (SEP 2000)

- A. Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- B. The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published in the month of the lease commencement date with the index figure published in the month which begins each successive 12-month period. For example, a lease which commences in June of 1995 would use the index published in June of 1995, and that figure would be compared with the index published in June of 1996, June of 1997, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease.
- C. If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- D. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

- E. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this Lease.

2.6 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

2.7 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

2.8 ANSI/BOMA OFFICE AREA SQUARE FEET (SEP 2000)

- A. For the purposes of this LEASE, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present.

2.9 COMMON AREA FACTOR (SEP 2000)

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

2.10 APPURTENANT AREAS

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

2.11 CREDIT CARD PAYMENT FOR OVERTIME SERVICES AND LEASE ALTERATIONS

Payments for alterations and for overtime services can be made through use of the Government Credit Card. This credit card is identified by the International Merchant Authorization Card (IMPAC). IMPAC is comparable to a VISA or other commercial credit card. To facilitate these payments, the lessor shall be equipped to accept credit card payments.

2.12 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

2.13 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:
1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
 2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
 3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

4. The name of the proposed property management team, as well as evidence of the team's experience, competency, and performance capabilities with similar properties.
5. Evidence of ownership or control of site.

B. AFTER AWARD:

Within 30 working days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

2.14 CONSTRUCTION SCHEDULE

- A. Within 10 working days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this LEASE. The finalized schedule shall be submitted no later than 30 working days after award.

2.15 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

A. DESIGN INTENT DRAWINGS:

The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

B. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 30 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the original LEASE and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.

C. ACCEPTANCE OF SPACE:

Five working days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have 5 working days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. Before the Government will accept space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements and 2) a copy of the Certificate of Occupancy.

D. **RENT COMMENCEMENT:**

The rent commencement date (for each increment) shall be the date that space acceptance is made by the Government. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities.

E. **LEASE COMMENCEMENT:**

The Government shall issue GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

2.16 CONSTRUCTION INSPECTIONS

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the LEASE requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this LEASE.

SECTIONS 4 THRU 8 OF THIS LEASE REFER TO FUTURE CONSTRUCTION

3.0 GENERAL ARCHITECTURE

3.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.2 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this LEASE. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

3.3 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the

latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval

3.4 WORK PERFORMANCE (SEP 2000)

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

3.5 BUILDING SYSTEMS (JAN 1997)

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

3.6 SPACE EFFICIENCY (SEP 2000)

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

3.7 FLOOR PLANS AFTER OCCUPANCY

Within 30 days after occupancy, as-built reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. **If as-built reproducible full floor plans are not received by the Government within 30 days after occupancy, the Government retains the right to contract for the plans and to deduct the cost of generating the plans from the rent.**

3.8 FLOORS AND FLOOR LOAD (SEP 2000)

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

3.9 WINDOWS (SEP 2000)

A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

3.10 ACCESSIBILITY (SEP 2000)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

4.0 ARCHITECTURAL FINISHES

4.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this LEASE and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the www.epa.gov/cpg/products.htm web site.

4.2 LAYOUT AND FINISHES

A. All required finish selection samples shall be provided within 5 working days of the request for such by the Contracting Officer. GSA shall deliver layout drawings and necessary finish selections to the Lessor within 5 working days after award or after receipt of plans and samples, whichever is later.

B. All building finishes shall be for first class, modern space.

4.3 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

4.4 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

4.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

4.6 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 8 feet and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster or pointed and taped gypsum board.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

CEILING ADJUSTMENT

To accommodate the Government's cabling contractors, the Lessor may (1) delay installation of ceiling tiles until after cabling has been completed or (2) provide personnel to replace tiles which must be removed by the cabling contractors.

4.7 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

1. *Physical Requirements.*
 - a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.
 - b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.
2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours.

B. TENANT IMPROVEMENT INFORMATION:

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.
2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

4.8 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this LEASE.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the lessor.

4.9 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

4.10 DOORS: SUITE ENTRY (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Suite entry doors shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish.

4.11 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

4.12 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

4.13 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

4.14 PARTITIONS: GENERAL (SEP 2000)

A. BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

4.15 PARTITIONS: PERMANENT (SEP 2000)

A. BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

4.16 PARTITIONS: SUBDIVIDING (SEP 2000)

A. BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

B. TENANT IMPROVEMENT INFORMATION:

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling

and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

4.17 FLOOR COVERING AND PERIMETERS (SEP 2000)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer. Cracked, broken or damaged tiles shall be replaced. Lessor shall ensure grout is well-maintained and free of stains and discoloration. Epoxy grout shall be used for new tile installations.

B. CARPET – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:
 - a. backing or underlayment is separated or exposed;
 - b. there are noticeable variations in surface color or texture;
 - c. excessive wear and stretching, as noted by the Government; or
 - d. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this LEASE.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:
 - a. it has curls, upturned edges, or other noticeable variations in texture.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this LEASE.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

E. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

F. SAMPLES:

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of 5 different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

4.18 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications. At the request of the Contracting Officer or Representative, the Lessor shall provide information that demonstrates the following:

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 28 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

4.19 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing.*
 - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
 - b. The requirements of this paragraph shall take precedence over any additional specifications in this LEASE if there is a conflict.

4.20 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

5.0 MECHANICAL, ELECTRICAL, PLUMBING

5.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

5.2 DRINKING FOUNTAINS (SEP 2000)

A. BUILDING SHELL:

The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

5.3 TOILET ROOMS (SEP 2000)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, 0 inches on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
 - c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
 - d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
 - e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
 - f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
 - g. a disposable toilet seat cover dispenser; and
 - h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

5.4 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL:

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

5.5 HEATING AND AIR CONDITIONING (SEP 2000)

A. BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease, or during overtime hours, when ordered.
2. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.

4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq.ft. to minus 1.5 W/sq.ft. from initial design requirements of the tenant.
6. *HVAC Use During Construction.* The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum-type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush-out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
9. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.

B. TENANT IMPROVEMENT INFORMATION:

1. *Zone Control.* Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

5.6 VENTILATION (SEP 2000)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

5.7 VENTILATION: TOILET ROOMS (DEC 1993)

Toilet rooms shall be properly exhausted, per ASHRAE 62.

5.8 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

5.9 ELECTRICAL: DISTRIBUTION (SEP 2000)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards

shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.

2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

1. All electrical, telephone, and data outlets within the Government-demised area shall be installed by the Lessor at the expense of the Government in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent.
2. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor.
3. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.

5.10 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

B. TENANT IMPROVEMENT INFORMATION:

Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.11 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, and video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor

shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.

3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

B. TENANT IMPROVEMENT INFORMATION:

Should the Government's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Government.

5.12 DATA DISTRIBUTION (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

The Government shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop.

5.13 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Government-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general-purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated-ground circuit with 1 neutral and 1 isolated-ground wire. A 20-ampere circuit shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles.
2. The Government shall at its expense be responsible for purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall-mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Government-provided cable does not come into contact with suspended ceilings. Cable trays shall form a loop around the perimeter of the Government-demised area such that they are within a 30-foot, 0-inch horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed during Phase 2. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. PHASE 2 involves the Lessor's electrical contractor connecting power poles or base feeds in the junction boxes to the furniture electrical system and testing all pre-wired receptacles in the systems furniture. It also involves other Government contractors who will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. All Phase 2 work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

5.14 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this LEASE. However, one passenger and one freight elevator shall

be available at all times for Government use. The freight elevator shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. CODE:

Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements.

C. SAFETY SYSTEMS:

Elevators shall be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and shall reach an emergency communication location staffed during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

D. SPEED:

The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

5.15 LIGHTING: INTERIOR AND PARKING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
 - a. Modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient to ensure safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 1 foot-candle of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards.

6.0 SERVICES, UTILITIES, MAINTENANCE

6.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent or a locally designated representative available to promptly correct deficiencies.

6.2 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m.; except Saturdays, Sundays, and federal holidays.

6.3 OVERTIME USAGE (SEP 2000)

- A. The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.
- B. If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or the GSA Buildings Manager. When ordered, services shall be provided at the hourly rate established in the contract. Costs for personal services shall only be included as authorized by the Government. Temperatures during overtime usage shall be as defined elsewhere in this document.
- C. When the cost of service is \$2,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,000 shall be placed using GSA Form 300, Order for Supplies or Services. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to all orders for overtime services.

- D. All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

6.4 UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and that all associated costs are included as a part of the established rental rate.

6.5 JANITORIAL SERVICES (SEP 2000)

- A. The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

- B. Cleaning shall be performed during tenant working hours.

C. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at <http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area. Clean sinks and surface areas in break room in Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. If the Lessor's failure to timely remove snow and ice makes it necessary for the Government to take actions on the Lessor's behalf, a rental deduction of \$150.00 per day for each day of necessary snow and ice removal will be taken. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Spot clean carpet, as required. Control pests as appropriate, using Integrated Pest Management techniques.

6.6 SCHEDULE OF PERIODIC SERVICES

Within 60 days after occupancy by the Government, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.7 LANDSCAPE MAINTENANCE

Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

6.8 SECURITY (SEP 2000)

The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

6.9 SECURITY: ADDITIONAL REQUIREMENTS

- A. The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractors or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.
- B. If required, the Contracting Officer shall furnish the Lessor with Form FD-258, Fingerprint Chart, and Form 176, Statement of Personal History, to be completed for each employee and returned by the Lessor to the Contracting Officer (or the Contracting Officer's designated representative) within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for the employee's assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor shall be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this paragraph on a 3-year basis.

6.10 PHYSICAL SECURITY OF TELEPHONE EQUIPMENT ROOM

The following procedures shall be followed to ensure physical security for telephone switching equipment rooms and telephone wire closets.

- a. Telecommunications facilities shall be designated as restricted areas.
- b. Telecommunications equipment rooms shall not be listed on building floor directories.
- c. Entrance ways to telecommunications areas shall be equipped with solid core metal doors and locks adequate to provide reasonable protection against intrusion. The type of locking devices can be either key or cipher.
- d. Doors to telephone equipment rooms, wire closets, and key equipment cabinets shall be locked at all times in Government-occupied buildings. Close coordination with all telephone vendors shall be required since their employees require access to these facilities on a continual basis for telephone installation and maintenance purposes.
- e. An access list shall be established for each telephone equipment room. The list shall contain the names of individuals who are authorized entry to the telephone equipment room.
- f. Doors shall not be left open for ventilation purposes. Air-conditioning and heating systems shall be designed to allow doors to remain closed.
- g. A visitor's register will be maintained in each telephone equipment room. All visitors shall be required to sign in upon entering the facility and to post their departure time when leaving.

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

7.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

7.1 OCCUPANCY PERMIT (SEP 2000)

The Lessor shall provide a valid occupancy permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Offeror shall consult the Contracting Officer to determine if other documentation may be needed.

7.2 FIRE AND LIFE SAFETY (SEP 2003)

- A. Offered space must meet or be upgraded to meet the applicable egress requirements in NFPA Standard No. 101, *Life Safety Code*, or equivalent prior to occupancy. The space must provide access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one exit stairway and 'open air' exterior fire escapes shall not be counted as an approved exit.
- B. If offered space is 3 or more floors above the lowest level of fire department vehicle access, the Offeror must provide written confirmation that the building has a building wide fire alarm system in compliance with either the requirements of NFPA Standard No. 72 (current as of the date of this LEASE) or the requirements of the local building and fire codes and ordinances (current as of the date of this LEASE) adopted by the jurisdiction in which the building is located.
- C. If offered space is 6 or more floors above the lowest level of fire department access, additional fire and life safety requirements will apply.

7.3 AUTOMATIC SPRINKLER SYSTEM (SEP 2003)

- A. Buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing more than 35,000 ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected by an automatic sprinkler system or an equivalent level of safety.
- C. If an Offeror proposes to satisfy any requirement of the above sub-paragraphs by providing an equivalent level of safety, the Offeror shall submit, for Government review and approval, a fire protection engineering analysis, performed by a qualified fire protection engineer, demonstrating that an equivalent level of safety for the offered building exists. The Offeror shall contact the Contracting Officer for further information regarding Government review and approval of the "equivalent level of safety" analyses. Refer to 41 CFR Part 102-80 for guidance on conducting an equivalent level of safety analysis.
- D. DEFINITIONS:
1. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.
 2. "Automatic sprinkler system" for fire protection purposes means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with NFPA Standard No. 13. The system is usually activated by heat from fire and discharges water over the fire area. The system includes a suitable water supply.

7.4 FIRE ALARM SYSTEMS (SEP 2003)

- A. Fire alarm systems shall be provided in accordance with the requirements of NFPA Standard NFPA Standard No. 72 (current as of the date of this LEASE) or be in compliance with the local building and fire codes, and local ordinances (current as of the date of this LEASE) adopted by the jurisdiction in which the offered space is located.
- B. The fire alarm system shall be maintained by the lessor in accordance with NFPA Standard No. 72. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department (NFPA Standard No. 72) or approved central station. Emergency power must be provided in accordance with NFPA Standards 70 and 72.

7.5 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

7.6 ASBESTOS (SEP 2000)

The leased space shall be free of all asbestos-containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

7.7 INDOOR AIR QUALITY (SEP 2000)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.

E. THE LESSOR SHALL PROVIDE TO THE GOVERNMENT MATERIAL SAFETY DATA SHEETS (MSDS) UPON REQUEST FOR THE FOLLOWING PRODUCTS PRIOR TO THEIR USE DURING THE TERM OF THE LEASE: ADHESIVES, CAULKING, SEALANTS, INSULATING MATERIALS, FIREPROOFING OR FIRESTOPPING MATERIALS, PAINTS, CARPETS, FLOOR AND WALL PATCHING OR LEVELING MATERIALS, LUBRICANTS, CLEAR FINISH FOR WOOD SURFACES, JANITORIAL CLEANING PRODUCTS, PESTICIDES, RODENTICIDES, AND HERBICIDES. THE GOVERNMENT RESERVES THE RIGHT TO REVIEW SUCH PRODUCTS USED BY THE LESSOR WITHIN 1) THE GOVERNMENT-DEMISED AREA; 2) COMMON BUILDING AREAS; 3) VENTILATION SYSTEMS AND ZONES SERVING THE LEASED SPACE; AND 4) THE AREA ABOVE SUSPENDED CEILINGS AND ENGINEERING SPACE IN THE SAME VENTILATION ZONE AS THE LEASED SPACE.

7.8 RADON IN AIR (SEP 2000)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers to ensure that radon in air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed.

7.9 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space. **Unless city is providing water supply per EPA guidance**
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

7.10 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

7.11 RECYCLING (SEP 2000)

Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to this LEASE, the successful Offeror shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

- 7.12 **SPECIAL Requirement-** Awardees to this subject lease can not be persons that are excluded from receiving Federal contracts or certain subcontracts from certain types of Federal financial or non-financial benefits.